STIPULATED AGREEMENT

In the matter of

STATE OF CONNECTICUT

Department of Developmental Services

And

NEW ENGLAND HEALTH CARE EMPLOYEES UNION

The State of Connecticut (State), the Department of Developmental Services ("DDS") and the New England Health Care Employees Union, District 1199, SEIU ("Union"), hereby agree as follows:

- 1. The residential program located at Woodbridge Avenue in East Hartford is expected to be vacated on or about August 4, 2014. One or more of the residents of 10 Woodbridge Avenue, CLA or Woodbridge Project is expected to be relocated to Salmon Brook Road, CLA in Granby on or about August 4, 2014.
- 2. The residential program located at Loomis Drive in West Hartford will close on or before September 30, 2014.
- 3. In accordance with a Stipulated Agreement executed on or about January 11, 2012 entitled "Program Consolidations and Closures Agreement", a Job Fair will be held on or before August 29, 2014 to afford employees impacted by the program relocation and closure referred to above to select new permanent assignments. Such employees are those listed below:

First Name	Last Name	EE ID	PC#	Job Title	Work Site
Bridgette	Anderson	970761	00019220	DevelopmentalServicesWorker1	Former Woodbridge
Sandra	Busumbru	656788	00019436	DevelopmentalServicesWorker1	Former Woodbridge
Diane	Corbitt	447938	00019029	Developmental Services Worker 2	Former Woodbridge
Sandra	Diaz	490804	00018744	LicensedPracticalNurse	Former Woodbridge
Marcia	Hughes	656806	00019437	DevelopmentalServicesWorker1	Former Woodbridge
Sandra	Jones	505963	00019095	DevelopmentalServicesWorker1	Former Woodbridge
Wanda	Jones	490841	00019084	DevelopmentalServicesWorker1	Former Woodbridge
Edna	Obeng	803813	00019128	DevelopmentalServicesWorker2	Former Woodbridge
Ellen	Thomas	527587	00019121	DevelopmentalServicesWorker2	Former Woodbridge

Jenelle	Townsend	041186	00019442	DevelopmentalServicesWorker1	Former Woodbridge
				·	NR Woodbridge
Eric	Canada	490810	00018590	DevelopmentalServicesWorker1	Avenue
					NR Woodbridge
Kyle	Mansfield	368858	00019441	LeadDevelopmentalServicesWkr	Avenue
					NR Woodbridge
Victor	Moody	803339	00019462	DevelopmentalServicesWorker1	Avenue
William	Resto	527553	00019078	DevelopmentalServicesWorker1	NR Woodbridge Avenue
vviillaiii	Resto	327333	00013078	Developmental Services Worker 1	NR Woodbridge
William	Rivera	490664	00018928	DevelopmentalServicesWorker1	Avenue
				·	NR Woodbridge
Michael	Robertino	428542	00018816	DevelopmentalServicesWorker1	Avenue
					NR Woodbridge
Neville	Thompson	802248	00019839	DevelopmentalServicesWorker2	Avenue
					NR Woodbridge
Shaun	Timberlake	490790	00019435	DevelopmentalServicesWorker1	Avenue
Joseph	Addae	025378	00019440	LicensedPracticalNurse	NR Woodbridge Avenue
Jordan	Brown	068942	00019843	DevelopmentalServicesWorker1	NR Loomis Drive
Mignonne	Desrosiers	374253	00019172	DevelopmentalServicesWorker2	NR Loomis Drive
Nancy	Goodyear	490770	00019071	DevelopmentalServicesWorker1	NR Loomis Drive
Garth	Herrick	434291	00019068	Developmental Services Worker 2	NR Loomis Drive
Marion	James	404292	00022123	Developmental Services Worker 2	NR Loomis Drive
Sandra	Kaczynski	376607	00018669	Developmental Services Worker 2	NR Loomis Drive
Charles	Kehoe	362922	00019028	SupvsngDSWkr1	NR Loomis Drive
Virgen	Mateo	405359	00018753	DevelopmentalServicesWorker2	NR Loomis Drive
Louise	Moorer	446601	00018885	DevelopmentalServicesWorker2	NR Loomis Drive
Leo	Ryans	447677	00019088	DevelopmentalServicesWorker2	NR Loomis Drive
Stephen	Uzdarwin	403356	00018956	LeadDevelopmentalServicesWkr	NR Loomis Drive
Karen	Reed	506855	00018938	DevelopmentalServicesWorker1	NR Loomis Drive
Thomas	Brown	503698	00018921	DevelopmentalServicesWorker1	NR Loomis Drive
Roy	Green	803211	00019130	DevelopmentalServicesWorker2	NR Loomis Drive

- 4. Employees formerly assigned to 10 Woodbridge Avenue, CLA or Woodbridge Project who were listed in a Stipulated Agreement executed on or about March 18, 2013 who have not already voluntarily transferred to another permanent position shall have the option to elect whether or not to participate in this Job Fair. They participated in a Job Fair held on April 1, 2013 and selected new permanent assignments, which will remain their permanent assignments if they elect not to participate in this Job Fair.
- 5. Employees formerly assigned to 10 Woodbridge Avenue, CLA or Woodbridge Project who were listed in a Stipulated Agreement executed on or about March 18, 2013 who have not already voluntarily transferred to another permanent position and who elect to participate in this Job Fair, as well as employees currently permanently

assigned to 10 Woodbridge Avenue, CLA or Woodbridge Project shall first be offered, in seniority order, the opportunity to select a new permanent assignment at Salmon Brook.

- 6. In the event admissions to 10 Woodbridge Avenue, CLA or Woodbridge Project are reopened within the next two (2) years (i.e. on or before August 31, 2016), DDS and District 1199 agree that notwithstanding the provisions of Article 15 of the collective bargaining agreement, and provided programmatic needs as determined by DDS do not make doing so unadvisable, any positions that are established as well as any vacancies in the Woodbridge program shall first be offered to the above listed employees who were previously assigned to the Woodbridge program and who were involuntarily transferred through the April 1, 2013 Job Fair or this Job Fair who have not already voluntarily transferred to another position. The offer of such positions will occur prior to any such position being made available to other bargaining unit members pursuant to Article 15.
- 7. Employees offered an opportunity to select an assignment at Salmon Brook pursuant to paragraph four (4) above who do not elect a Salmon Brook assignment, as well as employees currently permanently assigned to Loomis Drive, shall select, in seniority order, a new permanent assignment.
- 8. Employees who are currently temporarily assigned to either 10 Woodbridge Avenue CLA / Woodbridge Project or Loomis Drive shall be returned to their permanent assignments and shall not participate in the Job Fair.
- 9. The list of reassignment opportunities and the seniority lists of those scheduled to participate in the Job Fair, will be provided to affected employees and the union at least one (1) week in advance of the Job Fair.
- 10. It is understood and agreed that only fulltime employees will be offered comparable fulltime opportunities and only part-time employees covered by the job protection provisions of the SEBAC 2011 Agreement will be offered comparable part-time opportunities.
- 11. Employees participating in the Job Fair shall make their election of their desired permanent employment opportunity in seniority order. Said election shall be irrevocable except by mutual agreement. The parties agree that in the interest of providing maximum opportunities available to all of the impacted employees, any

- existing Agreement providing for geographic restrictions may also be waived by mutual agreement of the agency, the union, and the employee.
- 12. Impacted employees electing employment opportunities as described above shall not be restricted to the transfer limitations as set forth in Article 15 Section 3 of the Contract as these are not employee-initiated transfers.
- 13. Impacted employees, who decline an employment opportunity made available through the Job Fair, may voluntarily resign, and withdraw said resignation consistent with the State Personnel Regulations.
- 14. This Agreement expires June 30, 2015 except as otherwise extended by mutual agreement of the parties.

FOR THE UNION:	FOR THE AGENCY:	
Date:	Date:	
	FOR THE STATE:	
	Date:	